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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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10 IN RE: Bard IVC Filters Products
11 Liability Litigation
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Case No. MDL 15-02641-PHX-DGC

13 **ORDER GRANTING AGREED MOTION TO ESTABLISH**
14 **QUALIFIED SETTLEMENT FUND AND TO APPOINT**
15 **SETTLEMENT CLAIMS ADMINISTRATOR**

16 Upon Agreed Motion of the Parties, and for good cause shown, the Court hereby

17 **ORDERS** as follows:

18 1. The “Dalimonte Rueb Stoller Bard IVC Qualified Settlement Fund” (the
19 “Fund”) shall be established as a Qualified Settlement Fund within the meaning of Treas.
20 Reg. Section 1.468B-1 and shall remain subject to the continuing jurisdiction of this Court,
21 as required by Treas. Reg. Section 1.468B-1(c)(1).
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23 2. ARCHER Systems, LLC is appointed as Settlement Claims Administrator
24 pursuant to the terms, conditions, and restrictions of the Agreed Motion to Establish
25 Qualified Settlement Fund and the Master Settlement Agreement referenced therein and
26 said Settlement Claims Administrator are granted the authority to conduct any and all
27 activities necessary to administer this Fund as described in said Motion and Master
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1 Settlement Agreement. The Settlement Claims Administrator shall be the administrator of
2 the Fund within the meaning of Treasury Regulation Section 1.468B-2(k)(3).

3 3. No bond is required for the Fund and the Fund, which includes all principal
4 and interest earned thereon, shall be deposited in an account comprised of (a) United States
5 Agency, Government Sponsored Enterprises (GSEs) or Treasury securities or obligations
6 (or a mutual fund invested solely in such instruments), (b) cash equivalent securities, and/or
7 (c) certificates of deposit, provided all said certificates of deposit are fully insured by the
8 FDIC. The Fund shall be held at The Huntington National Bank, One Rockefeller Center,
9 10th Fl., New York, New York, 10020 (hereinafter “Escrow Agent”), for the benefit of and
10 titled in the legal name of the Fund according to the terms and conditions of the Master
11 Settlement Agreement, and said financial institution shall be responsible for any and all
12 investment related decisions, pursuant to these terms and conditions. Notwithstanding the
13 foregoing, Escrow Agent shall not be allowed to distribute any income or principal from
14 the Fund except upon the written instructions of the Settlement Claims Administrator upon
15 written approval or authorization by Bard, or if requested, upon an order of this Court in
16 accordance with, or as may be otherwise provided in, the Master Settlement Agreement.

17 4. The Fund is authorized to enter into agreements with persons requesting the
18 use of settlements with periodic payments.

19 5. The Fund is authorized to effect qualified assignments of any resulting
20 structured settlement liability within the meaning of Section 130(c) of the Internal Revenue
21 Code to the qualified assignee in compliance with all the requirements of Section 130 of
22 the Internal Revenue Code and Rev. Proc. 93-94, 1993-2 C.B. 470.

1 6. The Settlement Claims Administrator is authorized to distribute (on behalf of
2 Claimants) all attorneys' fees and litigation expenses to counsel for Claimants, consistent
3 with the existing contingency fee contracts, as allowed in the Master Settlement Agreement.
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5 7. The Settlement Claims Administrator is authorized, upon final distribution of
6 all monies paid into the Fund to eligible claimants under the terms of the Master Settlement
7 Agreement, to take appropriate steps to wind-down the Fund, including remitting unused
8 funds back to Bard, and thereafter the Settlement Claims Administrator are discharged from
9 any further responsibility with respect to the Fund.
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11 Dated this ____ day of _____ 2021.
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